

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF LEWIS COUNTY WASHINGTON

APPROVING PERSONAL SERVICES)
AGREEMENT BETWEEN LEWIS COUNTY)
AND BURBEE CONSTRUCTION) RESOLUTION NO. 02- 466
FOR CONSTRUCTION OF CONCRETE)
SLAB AT THE CENTRAL TRANSFER)
STATION, LEWIS COUNTY SOLID WASTE)
FACILITY, AND AUTHORIZING SIGNATURE)
THEREON)

WHEREAS, the Board of County Commissioners has reviewed a Personal Services Agreement between Lewis County, Washington, and Burbee Construction, Chehalis, Washington, for the construction of a concrete slab at a cost of \$5,567.33 at the Central Transfer Station, Lewis County Solid Waste Facility, upon which the used oil and antifreeze recycling containers will sit; and,

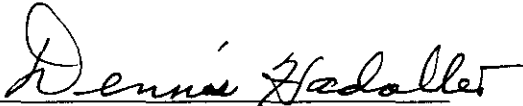
WHEREAS, it appears to be in the best interest of Lewis County to approve said Personal Services Agreement; NOW, THEREFORE

BE IT RESOLVED that the Board of Lewis County Commissioners hereby approve the Director of the Department of Community Development to sign the Personal Services Agreement between Lewis County and Burbee Construction, Chehalis, Washington.

DONE IN OPEN SESSION this 7th day of October, 2002.

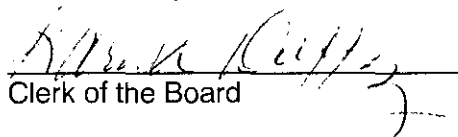
BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY WASHINGTON


Chairman


Member


Member

ATTEST:


Clerk of the Board

PERSONAL SERVICES AGREEMENT

NO. _____

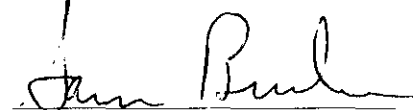
BURBEE CONSTRUCTION, 207 Devereese Rd., Chehalis, WA, 98532, hereinafter called CONTRACTOR, and LEWIS COUNTY, hereinafter called COUNTY agree as set forth in this Agreement, including: General Conditions, Exhibit A (Schedule of Compensation), and Special Conditions, copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the 7th day of October, 2002, and shall, unless terminated or renewed as provided elsewhere in the Agreement, terminate on the _____ day of _____, 2002.

CONTRACTOR acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 5 and 13, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 7th day of October, 2002.

CONTRACTOR:
BURBEE CONSTRUCTION



Sam Burbee, Owner

LEWIS COUNTY
DEPARTMENT OF COMMUNITY DEVELOPMENT



Mike Zengel, Director

Mailing Address:
Burbee Construction
207 Devereese Rd.
Chehalis, WA 98532

Social Security #
532 98 9177

Approved as to Form Only:
JEREMY RANDOLPH, Prosecuting Attorney

By:



OR

Business Tax ID #

Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement: This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.
9. Right to Review: This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. When necessary, Contractor shall have an affirmative duty of notify such service recipients of this right to review. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.
10. Modifications: Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties, and effective on the latter date of execution by the respective parties.
11. Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits an act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U. S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination or Suspension for Public Convenience: The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination or suspension is in the interests of the County. Whenever the contract is terminated or suspended in

18. Contractor Commitments, Warranties and Representations: Any written Commitment received from the Contractor concerning this Agreement shall binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
19. Disputes:
- a. General
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the County, shall be final and conclusive.
 - b. Notice of Potential Claims
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and completed daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.
 - c. Detailed Claim
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.
20. Notice: Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the County's designated representative. Notice to the Contractor for all purposes under this agreement shall be given to the address of record supplied by the contractor. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.
21. Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

- d. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contract may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

28. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of this contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

29. Eight Hour Law and Payment for Labor

The CONTRACTOR agrees to comply with RCW 49.28.010.065 providing that no laborer, workman or mechanic in the employ of the CONTRACTOR, sub-contractor, or other person doing or contracting to do the whole or any part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, provided that, in cases of extraordinary emergency, such danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight (8) hours of each calendar day shall not be less than one and one-half times the rate allowed for this same amount of time during eight (8) hours' service. Any work necessary to be performed after regular working hours, or Sunday or legal holidays shall be performed without additional expense to the COUNTY.

EXHIBIT A -- COMPENSATION

For the services described above, the Contractor will be compensated \$5,567 inclusive of all costs, overhead, and taxes. Compensation will be remitted upon confirmation by a Community Development Department representative of satisfactory completion by the Contractor of the work required under this agreement. Payment in excess of this amount must receive prior approval from the Lewis County Board of County Commissioners.

Burbee Construction Inc.

207 Devereese Rd.

Chehalis, WA 98532

PHONE: 360-748-0201

FAX: 360-748-1242

Estimate

DATE	ESTIMATE #
1/17/2002	22

NAME / ADDRESS
Lewis County Solid Waste

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
cut asphalt ,excavate and pour a 10' x 44' x 6" slab with hog wire. The slab will be poured as discussed at meeting		4,695.00	4,695.00T
Subtotal			4,695.00
Overhead		10.00%	469.50T
Sales Tax		402.83	402.83
Thank You for the opportunity to bid on your project			
TOTAL			\$5,567.33